

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

TANYA BRINKMAN,)	
)	
Plaintiff,)	CV-10-1454-HU
)	
vs.)	OPINION AND
)	ORDER
BISHOP, WHITE AND MARSHALL)	
LAW FIRM, and ANN T. MARSHALL,)	
Co-owner of Bishop, White and)	
Marshall Law Firm,)	
)	
Defendants.)	

MOSMAN, District Judge:

Plaintiff Tanya Brinkman ("Brinkman"), appearing *pro se*, brings this action under the Federal Arbitration Act, 9 U.S.C. § *et seq*, requesting that the court vacate a June 2007 arbitration award and Washington County Circuit Court default judgment, and the resulting Washington County Circuit Court garnishment order. Brinkman and her husband Dan Brinkman are no strangers to federal court.¹

¹ Combined, the couple has recently filed five cases in the federal court: *Brinkman v. Liberty Tax Service et al*, 10-CV-192-HU; *Brinkman v. Democratic Nat'l Committee et al*, 10-CV-468-PK; *Brinkman v. Leatherwood et al*, 10-CV-1133-KI; *Brinkman v. Grant et*

1 In this instance, Brinkman alleges a claim under the Federal
2 Arbitration Act, as well as asserting that defendants committed
3 several federal crimes against her. Specifically, Brinkman alleges
4 that the Washington law firm of Bishop, White and Marshall ("the
5 law firm") was involved in illegally obtaining an arbitration award
6 against her in the amount of \$9,000. (Compl. at 2.) Brinkman
7 alleges that Wolpoff and Abramson, a different law firm that is not
8 a named party, sent her notice of arbitration proceedings
9 ("Notice") related to Brinkman's unpaid MBNA credit card debt via
10 certified mail. (*Id.*) According to Brinkman, Wolpoff and Abramson
11 somehow forged the signature on the January 5, 2007, certified mail
12 receipt section entitled "Complete this section on delivery."
13 (Compl. at 2-3; Ex. 1.) Brinkman alleges that she did not receive
14 the Notice, and missed the arbitration proceedings. (Compl. at 2-
15 3.) Brinkman asserts that she received the certified mail receipt
16 showing delivery of the Notice when the defendants accidentally sent
17 it to her in September 2009. (Compl. at 4.)

18 On May 14, 2007, an arbitrator awarded MBNA \$8,949.91.
19 (Compl. Ex. 1 at 4.) According to Brinkman, when MBNA's attorneys
20 attempted to obtain a judgment based on the arbitration award in
21 Washington County Circuit Court, Brinkman "filed an official Answer
22 with the Washington County court system in Hillsboro, Oregon
23 stating that she was never notified of any arbitration hearing by
24 MBNA company's attorneys or from the company itself." (Compl. at
25 4.) Brinkman alleges that MBNA's attorney successfully obtain a
26 judgment against her, and in July 2009, Brinkman's bank, Wells

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28 al, 11-CV-118-BR, and the instant cases

1 Fargo, notified her that her joint checking account was being
2 garnished in connection with this matter. (*Id.*) Brinkman asks the
3 court "to vacate the fraudulently obtained arbitration judgment
4 from June of 2007 and the state default order judgment from late
5 2007 and the 2009 state garnishment order." (Compl. at 5.)

6 Brinkman filed her complaint and application for leave to
7 proceed *in forma pauperis* ("IFP application") on November 24,
8 2010. The Court denied Brinkman's IFP application because her
9 income appeared sufficient to pay the fee, and the reason she cited
10 in support of her application was not authorized by statute.
11 Brinkman was instructed to pay the required \$350.00 no later than
12 April 14, 2011, or risk a dismissal of her case. On March 16,
13 2011, in light of the delay of entry of the order addressing
14 Brinkman's IFP application, the Court extended her deadline to
15 serve each defendant with a summons and a copy of the complaint to
16 May 16, 2011.

17 On April 15, 2011, Brinkman submitted a motion for
18 reconsideration of her financial waiver request. Within the motion
19 for reconsideration, Brinkman argued that she was entitled to
20 financial waiver due to, amongst other things, the four months she
21 waited to hear back on her IFP application and an intervening
22 \$1,300 in car maintenance bills. She was still employed and
23 appears able to pay the filing fee.

24 After a hearing in which Brinkman requested mediation and a
25 defendants' representative agreed, the Court issued a May 4, 2011
26 order referring the case to mediation in accordance with LR 16-4.
27 On May 5, 2011, the Court also issued an order which granted, in
28 part, Brinkman's motion for reconsideration. Specifically,

1 Brinkman's application to proceed IFP was granted to the extent
2 that while she was required to pay the full \$350.00 filing fee, she
3 was given an extended period of time to do so, by making four
4 payments of \$87.50, each on or before the following dates: June 3,
5 2011; July 5, 2011; August 5, 2011; and September 6, 2011.
6 Brinkman was told that failure to meet any of the installment
7 deadlines would result in dismissal of her case without prejudice.

8 On June 3, 2011, Brinkman filed an Official Notification
9 Request to the Federal Court, which the Court construed as a
10 request for an extension of time to pay her filing fees and as a
11 request to amend her complaint. This interpretation was supported
12 by the fact that (1) Brinkman indicated, "I am just asking the
13 Court and Judge Hubel at this time to set-aside this existing
14 federal complaint for 45 days until I can re-file a more
15 comprehensive, stream-lined federal complaint against Bishop, White
16 and Marshal and MBNA[,] and (2) her indication that she wished to
17 file a "new financial waiver again with a different presiding
18 judge[.]" (Doc. #15 at 2.)

19 On June 3, 2011, the Court denied Brinkman's Request having
20 interpreted it as a request for an extension of time. However,
21 since the order was issued on June 3, 2011, the deadline of
22 Brinkman's first filing fee installment, the Court allowed her a
23 minor concession. Specifically, Brinkman was given until Tuesday
24 June 7, 2011, at 4:30 p.m. to make her first payment. If payment
25 was not made by that deadline, Brinkman was told a recommendation
26 would be sent to a district judge for dismissal of this case,
27 without prejudice. Brinkman was also told there would be no
28 extensions allowed.

1 On June 7, 2011, Brinkman filed a "Motion to Defer Withdraw of
2 Existing Federal Complaint for 12 Days and Stoppage of First
3 Quarterly Payment" and a "Notification of Withdraw of Existing
4 Federal Complaint on Monday June 20th, 2011." On June 7, 2011, the
5 Court denied this motion, having interpreted it as a motion to
6 extend the date for payment of the first installment.

7 On June 7, 2011, Brinkman had also emailed the Clerk
8 referencing the fact that she had sent the previously referenced
9 motion via FedEx. Brinkman requested a response to the motion by
10 June 8, 2011, at 10 a.m. Brinkman indicated that she had until
11 that time to make the payment on the filing fee. The Clerk
12 responded that the deadline was June 7, 2011, at 4:30 p.m. and
13 indicated that the Court reviewed her motion and, consistent with
14 the order on June 3, 2011, the Court would not entertain any
15 further extension requests. In addition, the Court made clear that
16 if she actually filed the motion, it would be denied. Brinkman
17 then responded via e-mail, "Please read the attached Notification
18 to the Court. It is very time sensitive and effective immediately
19 by 3:30 today, Tuesday June 7th, 2011. Please make sure Judge
20 Hubel reads it today as well." This Notice purports to withdraw
21 her complaint, but it has not been filed with the Clerk.

22 **CONCLUSION**

23 For the reasons set forth above, this action is dismissed
24 without prejudice.

25 IT IS SO ORDERED.

26 Dated this _8th_ day of June, 2011.

/s/ Michael W. Mosman

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28 Honorable Michael W. Mosman
Unites States District Judge